

41-92-7

CORRECTIVE QUITCLAIM DEED WITHOUT COVENANT

WILLIAM H. DIEHL, JR., and JOHNNA H. DIEHL of China, County of Kennebec and State of Maine, for consideration paid, grant and release to **TRILLIUM MEDICAL ASSOCIATES, LLC**, a Maine Limited Liability Company, of Waterville, County of Kennebec and State of Maine, an undivided one-fourth (1/4) interest in the real estate described as follows:

The Unit known and designated as Unit H in KMD Associates Medical Office Condominium located in Waterville, County of Kennebec and State of Maine, as shown on the Condominium Plat and Plans by Stephen Blatt Associates/Architects entitled "KMD ASSOCIATES MEDICAL OFFICE CONDOMINIUM", and recorded in the Kennebec County Registry of Deeds in Plan File Numbers E83101, E83102, E83103 and E83104. Specific reference is made to the KMD Associates Medical Office Condominium Declaration under the Maine Condominium Act of the Revised Statutes of the State of Maine as amended, Title 33, Chapter 31, which Declaration is dated September 30, 1983, and recorded in the Kennebec County Registry of Deeds in Book 2620, Page 2; as amended by First Amendment dated May 21, 1986, and recorded in the Kennebec County Registry of Deeds in Book 2952, Page 244; and as amended by Second Amendment dated February 9, 2004, and recorded in the Kennebec County Registry of Deeds in Book 7825, Page 332; and the same is incorporated by reference herein (hereinafter called the "Declaration"). The aforesaid Plat and Plans are Exhibits C and D to the Declaration, respectively.

Said Unit is conveyed together with:

1. An undivided 11.45% percent interest in the common elements of the condominium described in the Declaration attributable to the Unit as stated in Exhibit B of the Declaration.
2. An exclusive right to use the limited common areas, if any, appurtenant to the Unit as specified in the Declaration, and shown on said Plat and Plans.
3. An easement for the continuance of all encroachments by the Unit on any adjoining units or common elements existing as a result of construction of the building or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the building or of the Unit, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements made by or with the consent of the Board of Directors of the KMD Associates Medical Office Condominium Association.
4. An easement in common with other unit owners to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any of the other units or elsewhere on the property and serving the Unit.
5. All rights and easements in common with other unit owners as described in the Declaration, including the description of property attached as Exhibit A to the Declaration.

Said Unit is conveyed subject to:

1. All easements, covenants, obligations, conditions, restrictions, reservations, and encumbrances contained in or referred to in the Declaration, including, but not limited to, those contained in the description of property attached as Exhibit A to the Declaration.

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2. Easements in favor of adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of such adjoining units or common areas and facilities of the Unit, now existing as a result of construction of the building, or which may come into existence hereafter as a result of repair or restoration of the building or of any adjoining unit or of the common areas and facilities after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common areas and facilities made by or with the consent of the Board of Directors of the KMD Association Medical Office Condominium Association.

3. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other common areas and facilities located in the unit or elsewhere on the property and serving such other units.

4. Exclusive rights in favor of the owner of any unit to use the limited common areas, if any, appurtenant to such unit.

5. The provisions of the Declaration and Exhibits thereto, as the same may be amended or modified from time to time by instrument recorded or filed in the Kennebec County Registry of Deeds and the By-Laws of the Unit Owners Association, which provisions, together with any amendments or modifications thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as if those provisions were recited and stipulated at length herein.

Being an undivided one-fourth (1/4) undivided interest in the same premises conveyed by Warranty Deed of William H. Diehl, Jr., to William H. Diehl, Jr., and Johnna H. Diehl dated December 29, 1993, and recorded in the Kennebec County Registry of Deeds in Book 4595, Page 132.

The purpose of this deed is to correct the lack of the Schedule A legal description attached to the Warranty Deed from William H. Diehl, Jr., and Johnna H. Diehl to John W. Diehl and Stephen B. Diehl dated January 19, 1996, and recorded in the Kennebec County Registry of Deeds in Book 5055, Page 292.

Witness our hands and seals this 6th day of August, 2004.

Signed, Sealed and Delivered
in the presence of

Pamela A. Gilbert

Pamela A. Gilbert

William H. Diehl, Jr.

William H. Diehl, Jr.

Johnna H. Diehl

Johnna H. Diehl

STATE OF MAINE
COUNTY OF KENNEBEC

Date: August 6, 2004

Personally appeared the above named William H. Diehl, Jr., and Johnna H. Diehl and acknowledged the above instrument to be their free act and deed.

Before me,

Pamela A. Gilbert

Notary Public

Print

Name

My Commission Expires

PAMELA A. GILBERT
NOTARY PUBLIC MAINE

MY COMMISSION EXPIRES OCTOBER 18, 2010

